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## Terms and Conditions

### Minimum Order

The minimum acceptable order is \$500.00 net price, with the exception of orders for accessories and replacement parts which carry a \$50.00 net billing per order.

### Order Acceptance

All acknowledge orders are subject to a cancellation charge to be determined by manufacturer. Partial cancellations may affect freight prepayment, and orders which have already been processed will be considered separate orders for purposes of freight prepayment. No terms or conditions imposed by the Buyer shall be binding on the Seller unless said terms or conditions have been specifically accepted, in writing, by Seller. The terms of this agreement will not be altered, modified or changed in any way without the written consent of the Seller. This document includes all the terms, warranties, guarantees and conditions pertaining to this transaction, and can, in no way, be altered, modified or changed verbally by any agent, officer or representative for the Seller.

### Hold for Release

Orders received as Hold for Release or Will Advise are not processed for manufacture until a formal release is received and are subject to current pricing terms. Customers who place orders on a "Hold for Release" basis and subsequently cancel the order prior to release may be subject to a cancellation charge for product engineering, submittal drawings and administration relating to the canceled order.

### Delivery Schedules

The Seller will, in no way, be held liable for failure(s) or delay(s) in the fulfillment or execution of the contract which are directly or indirectly caused by war, conditions of war, enemy actions, national emergency, sabotage, revolution or other disorders, inadequate transportation facilities, inability to secure raw materials or supplies, fuel, power, fire, flood, windstorm, or other acts of God, strikes, lockouts, or other labor disturbances, orders or acts of any authority, or any cause of similar or different kind which is beyond the reasonable control of the Seller.

### Payment Terms

1% 10 Days, NET 30 Days. A 1% interest charge per month will be added on overdue invoices.

### Title

Title to the goods described herein shall remain with Renaissance Lighting until paid in full by the buyer; however, risk of loss shall vest in the buyer at the time of delivery of the products to the Carrier at shipping.

### Freight

Unless otherwise specified, all published prices are F.O.B. factory, Herndon, Virginia or Arlington, Vermont or from point of shipment from our authorized representative's facility. Freight on orders over \$5,000.00 will be prepaid by Renaissance Lighting to locations within the Continental United States. Freight and handling on USPS/RPS orders under \$5,000.00 will be paid and charged to the customer at \$25.00 or 5% of order value, whichever is higher. Replacement parts and accessories will be paid and charged to the customer at standard USPS/RPS rates with a minimum \$5.00 charge for shipping and handling. Renaissance Lighting will use its discretion in routing all shipments. If a more expensive means of transportation is specified, the customer assumes all extra costs. Air shipments will be made upon request by customer if the customer assumes all transportation charges and authorizes such in writing to Seller.

Claims: Claims for shortages or incorrect material must be made to Renaissance Lighting within 10 days after shipment. Copy of an invoice or packing list must accompany claims to show shortage or incorrect material.

Transportation Damage & Shortage Claims: Title passes to Buyer upon delivery by Seller to the carrier, and all claims for damages or shortages in transit shall be made by Buyer with delivering carrier. USPS/RPS damaged shipments must be reported to shipper within 10 days and must be kept in original cartoons, at original delivery point for inspection by carrier.

### Partial Shipments

Orders that qualify for freight allowance that are backordered by Renaissance Lighting will be shipped F.O.B. factory, Herndon, Virginia or Arlington, Vermont, freight prepaid and allowed. The partial release of an order by a distributor that does

not qualify for freight allowance will be shipped F.O.B. factory, freight prepaid and charged. Freight for anchor bolts and templates requested to be shipped ahead of poles will be considered a partial shipment and the cost of freight will be added to the invoice.

### Returns

Renaissance Lighting will NOT accept any return goods without prior authorizations and the issuance of a Return Goods Authorization ("RGA") issued by the Seller. Requests for Return Goods must be made to our factory within 30 days of original shipment. All Return Goods must have freight prepaid to the location designated on the "RGA" form, and be returned within 30 days of the issuing date of the RGA. Any product received after the 30th day will be refused, the RGA will become null & void and no credit will be issued. Credit will be issued based upon the original invoiced price or price in effect at time of return, whichever is lower, less a minimum restocking charge of 50%, less reconditioning and replacing cost when necessary and less freight expense on original shipment if paid by Renaissance Lighting. Reconditioning and replacement charges will be determined by their repair and reconditioning required to restore product to a saleable condition. All non-cataloged, special, custom made, outdated, modified version or normal factory stocking items, items consisting of specialized ballast beyond standard catalog numbers will not be accepted for return. Authorizations will not be granted when the value of all items to be returned is less than \$50.00. Return from any one job order will be limited to no more than 10% of the total of the original job order value.

### Cancellation Charges

Cancellation charges may be assessed to reimburse Renaissance Lighting for materials purchased to fulfill that order if the order is canceled prior to shipment. If an order is canceled after shipment or if delivery is refused at destination, restocking fees will be assessed and all warehousing, delivery and return costs will be charged to the customer. Cancellation of custom product orders cannot be accommodated once orders have been placed for materials by purchasing and manufacturing.

### Pricing

All Renaissance Lighting prices and discounts are subject to change without notice and do not include any state or local taxes. Quotations on all Renaissance Lighting products are subject to the terms as listed on the Renaissance Lighting quotation forms. All orders are subject to final acceptance by Renaissance Lighting, Herndon, Virginia. Prices are subject to re-quoting if any quantity, accessory, option or other condition is changed from the original quotation.

### Warranty

Renaissance Lighting warrants all equipment to be free from defect in manufacturing, under normal and proper storage, installation and use, for a period of two (2) years from date of shipment from our factory or facility of authorized representative. Our liability extends only to the repair or replacement of the defective parts. Repair or replacement will be the sole option of Renaissance Lighting. No labor charges for correction of the defect by repair or replacement will be allowed by Renaissance Lighting. Renaissance Lighting shall not be liable for any incidental, consequential or other damages, such as damage to the structure or fixtures to which Renaissance Lighting products are affixed; nor shall Renaissance Lighting be liable for any damages which are based upon alleged negligence, breach of warranty, strict liability, or any other theory other than the limited liability stated herein. Incidental and consequential damages shall not be recoverable even if the re-supply of a non defective product, which is the remedy provided for by the warranty, fails of its purpose, or any other reason.

#### Lamps and Ballasts

Lamps and ballasts are not warranted by Renaissance Lighting but do carry the respective lamp and ballast manufacturer's warranty. All claims should be made directly to the lamp and ballast manufacturer. Labor charges for replacement of defective lamps or ballasts must be authorized by the lamp and/or ballast manufacturer in writing and will not be accepted by Renaissance Lighting.

Renaissance Lighting Inc., 480 Springpark Place, Suite 900, Herndon, VA 20170  
Ph: 703-707-9000, Fax: 703-707-9244, Email: [info@renaissancelighting.com](mailto:info@renaissancelighting.com)

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